

Submitted by: Chairman of the Assembly
at the Request of the Mayor
Prepared by: Project Management &
Engineering Department
For Reading: July 25, 2006

CLARK'S OFFICE

APPROVED

Date: 7-25-06

ANCHORAGE, ALASKA
AR NO. 2006-185

1 A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE APPROPRIATING THIRTY-FIVE
2 THOUSAND DOLLARS (\$35,000) FROM THE U.S. FISH AND WILDLIFE SERVICE GRANT
3 PROGRAM TO THE FEDERAL GRANT FUND (241), PROJECT MANAGEMENT &
4 ENGINEERING DEPARTMENT, FOR THE WATERSHED MANAGEMENT DIVISION'S RAIN
5 GARDEN PROGRAM.

6
7 WHEREAS, the rain garden program is a pilot program designed to help reduce
8 stormwater run-off, improve the health of local streams and lakes, and educate property owners
9 about environmentally-friendly landscaping and watershed stewardship; and

10
11 WHEREAS, the rain garden program supports the Municipality of Anchorage's National
12 Pollutant Discharge Elimination System (NPDES) permit program; and

13
14 WHEREAS, the U.S. Fish and Wildlife Service has granted the Municipality \$35,000 to
15 cover half of the costs that private property owners would incur, up to \$750 each, for installation of
16 rain gardens; and

17
18 WHEREAS, the Watershed Management Division will provide guidance to property
19 owners who install rain gardens; and

20
21 WHEREAS, the necessary match is provided by the Watershed Management Division's
22 NPDES general funding source; NOW THEREFORE,

23
24 THE ANCHORAGE ASSEMBLY RESOLVES:

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26 SECTION 1. That a sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) in
27 grant monies from the U.S. Fish and Wildlife Service be appropriated to the Federal Grant Fund
28 (241), Project Management & Engineering Department, to reimburse private property owners half
29 of their expenses, up to \$750, for the installation of rain gardens.

30
31 SECTION 2. This resolution shall take effect immediately upon passage and
32 approval by the Anchorage Assembly.

33
34 PASSED AND APPROVED by the Anchorage Municipal Assembly this 25th day of
35 July, 2006.

36
37 Daniel A. Sullivan
38 Chair

39
40 ATTEST:

41
42 Sharon E. Brundage
43 Municipal Clerk

44
45 Departmental Appropriation: Project Management & Engineering \$35,000



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 523 -2006

Meeting Date: July 25, 2006

FROM: Mayor

SUBJECT: Resolution Appropriating a U.S. Fish and Wildlife Grant to the Federal Grant Fund (241), Project Management & Engineering Department, for the Rain Garden Pilot Program (\$35,000)

The Municipality of Anchorage received a grant of \$35,000 from the U.S. Fish and Wildlife Service to reimburse private property owners within the Municipality for costs associated with installing rain gardens on their property. A copy of the executed grant agreement is attached to this Memorandum.

A rain garden is one type of "bioretention" system — a system of pond or trench area, soil, plants and mulch that retain and percolate water instead of letting it run off as stormwater. Rain gardens utilize landscaping techniques and native plant species to create areas that allow stormwater to slowly infiltrate into the soil.

Run-off from roofs, driveways and yards can contain harmful pollutants. Rain gardens reduce the amount of pollutants flowing directly into storm drains from impervious surfaces because they allow the run-off to filter through soil first, becoming naturally purified before entering the water table. Rain gardens also help reduce flooding and maintain the base flow in streams. Ultimately, rain gardens improve water quality for wildlife and recreational activities. A cross-section drawing of a typical rain garden is attached to this Memorandum as Exhibit A.

Rain garden program objectives:

- Reduce stormwater runoff.
- Improve the health of local streams and lakes by improving runoff water quality and maintaining a more moderate flow into streams and lakes.
- Educate property owners about environmentally-friendly landscaping techniques, local plants, and watershed stewardship.
- Maintain healthy salmon and wildlife population in our waterways.

The Watershed Management Division will provide the required guidance for property owners to install rain gardens. The grant money will provide funds to reimburse property owners 50% of the installation costs, up to \$750 per property owner, for the materials required to install a rain garden.

The accounting detail is as follows:

Revenue Account
241.7247G.9331

Federal Grant Revenue-Direct \$35,000

Expenditure Account

241.7247G.3814.2006	Miscellaneous-Other Services	\$34,270
241.7247G.6022.2006	Clerk	\$10
241.7247G.6091.2006	OMB	\$30
241.7247G.6095.2006	Purchasing	\$140
241.7247G.6103.2006	Central Accounting	\$420
241.7247G.6105.2006	Accounts Payable	\$60
241.7247G.6110.2006	PeopleSoft Support	\$70

THE ADMINISTRATION RECOMMENDS APPROPRIATING THIRTY-FIVE THOUSAND DOLLARS (\$35,000) FROM THE U.S. FISH AND WILDLIFE SERVICE GRANT PROGRAM TO THE FEDERAL GRANT FUND (241), PROJECT MANAGEMENT & ENGINEERING DEPARTMENT, FOR THE WATERSHED MANAGEMENT DIVISION'S RAIN GARDEN PILOT PROGRAM.

Prepared by: Howard C. Holtan, Director, Project Management & Engineering Department

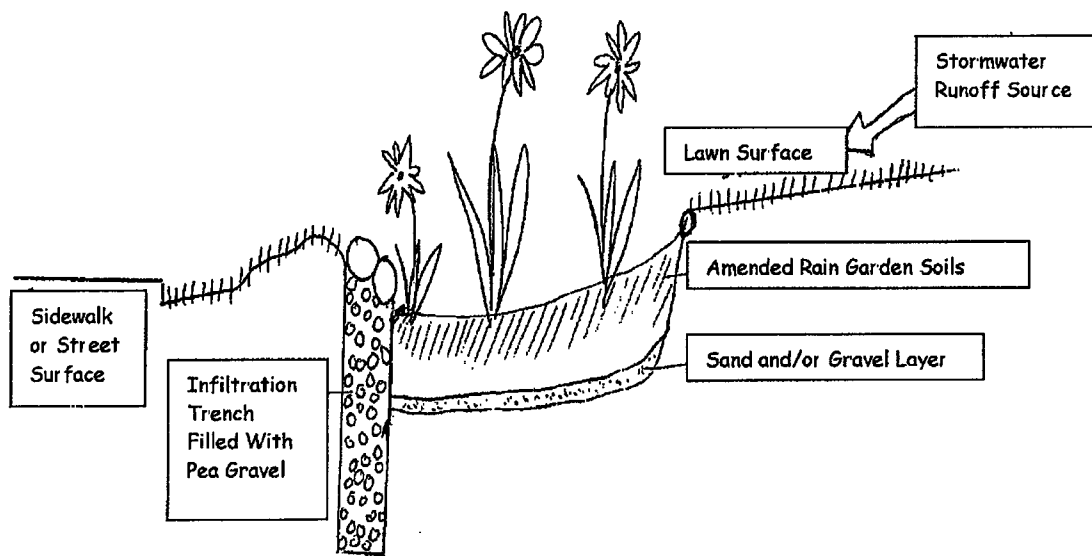
Fund Certification: Jeffrey E. Sinz, Chief Fiscal Officer

241.7247G.9331.2006 \$35,000
(2006 USFWS Grant)

Concur: Denis C. LeBlanc., Municipal Manager

Respectfully submitted: Mark Begich, Mayor

Rain Garden Cross-Section



WAES DCN: 71450-6-528
FWS Agreement No: 701816G397
DCN: 70181-6-G397
Charge Code 1: 71450-1121-0000 for \$25,000
Charge Code 1: 71450-1124-0000 for \$10,000
Total Amount Obligated: \$35,000
CFDA Number: 15.631

GRANT AGREEMENT

between

U.S. Fish and Wildlife Service, Region 7
1011 East Tudor Road
Anchorage, Alaska 99503-6199

and the

Municipality of Anchorage
Post Office Box 196650
Anchorage, AK 99519-6650

DUNS: ~~076667013~~

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AM

M # 5-24-06

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I. AUTHORITY

This agreement between the U.S. Department of Interior, Fish and Wildlife Service (hereinafter referred to as the "Service") and the Municipality of Anchorage (hereinafter referred to as "MOA") is entered into under the authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661 et. seq.), the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), and the Partnerships for Wildlife Act (16 U.S.C. 3741).

II. BACKGROUND

The Municipality of Anchorage (MOA) is located in the northern portion of Cook Inlet and is home to about 300,000 citizens. MOA is responsible for helping residents and businesses understand the complexity of water quality-related regulations and provide options and incentives for positive changes to traditional stormwater management strategies.

MOA would like to initiate a rain garden program to promote environmental stewardship in the community. Studies have shown that rain gardens can allow 30% more water to soak into the ground than a typical lawn. In an urban environment, forests, wetlands and habitat are replaced with impervious surfaces. Stormwater runoff increases with impervious surface area, and baseflows of nearby creeks suffer from reduced infiltration. Rain gardens increase the amount of water filtering into the ground, reducing pollutants, runoff and increasing baseflows, while

providing additional habitat for wildlife and native plant species. Installation of rain gardens is one phase of a larger initiative to improve public involvement and educational opportunities.

This pilot effort will:

- Encourage voluntary installation of rain gardens through a community incentive program
- Reduce effects of impervious area runoff on nearby creeks and wetlands
- Initiate a larger, more extensive program for lot-by-lot landscape changes
- Provide an outreach and education component for businesses and residents alike on natural resource stewardship and good stormwater management practices

In January and February 2006 the Coastal Program and Partners for Fish and Wildlife Program, respectfully, invited proposals via the grants.gov website for projects that would advance the Program's purpose to promote and implement voluntary habitat improvement projects on private lands for the benefit of Federal trust species. The Rain Gardens in Cold Regions proposal was one of the projects selected for funding.

III. PURPOSE AND OBJECTIVES

This Grant Agreement is being implemented in order to provide MOA with funding to create a pilot project for rain gardens. The main goals of the effort would be to:

- Develop standards and criteria for rain gardens, as well as a process within MOA for technical assistance (site visits and formal recommendations to land owners).
- Develop pilot projects to demonstrate the effectiveness of rain gardens.
- Establish a mini-grant program for landowners to install rain gardens on their lots.
- Develop community stewardship by public outreach in the form of presentations, informational packets, t-shirts, stickers and awards.

IV. RESPONSIBILITIES OF THE PARTIES

A. The Service shall:

1. Contribute \$35,000 to MOA to carry out the objectives of the project. Total project costs are shown in Attachment A.
2. Provide incremental advances to MOA based on immediate need and provided a detailed spending plan is developed and submitted to the Service for review and concurrence. Administer the transfer of funds to MOA and monitor successful project implementation.
3. Provide a single point of contact to the project. That person is Mary Price, Anchorage Fish and Wildlife Field Office, 605 West 4th Street, Room G-61, Anchorage, Alaska 99501-2231, phone 907/271-2788; FAX 907/271-2786; email: mary_price@fws.gov.

The Service will notify MOA in writing via formal modification to the agreement of any changes to the Service's project manager.

B. MOA shall:

1. Conduct activities as described below and in Section C.
2. Attempt to secure additional funding or third party contribution of materials and/or labor related to the project as needed.
3. Ensure any cost-sharing arrangements with other partners are in full support of this agreement.
4. Present a detailed spending plan to the Service. Submit billings to the Service in support of incremental advances of project-related charges. Send the Service Project Officer copies, in support of billings, of: receipts for project materials and supplies, employee Time and Attendance reports, and an itemized list of non-salary, in-kind services provided to support this project.
5. Provide the Service with updates of project progress, including draft and final reports. These may be mailed or emailed to the Service's project officer.
6. Ensure that the Service receives notification immediately if this project is delayed for any reason.
7. Coordinate with appropriate vendors to ensure that all needed services are obtained.
8. Coordinate and come to consensus with other entities such as the MOA Salmon Restoration Program, NRCS and Anchorage Waterways Council so that similar efforts are the same or complimentary, not redundant, and are built upon the same standards and criteria.
9. Invite Service Project Manager and Hydrologist to potential sites and discussions with landowners.
10. Comply with the necessary progress, financial, and sub-contract reporting requirements identified in Sections X and XI.

C. Project Work Task Objectives:

1. Create and construct at least three pilot projects for demonstrating the effectiveness of rain gardens.
2. Develop standards and design criteria for potential sites and rain gardens.
3. Establish a mini-grant program for working with landowners to install rain gardens and a reporting and tracking system to document locations, amount of impervious disconnected, and effectiveness for overall impact of the program.
4. Develop at least one brochure or pamphlet for public outreach.

V. PERIOD OF PERFORMANCE

The overall period of performance of this agreement is a period beginning on the date of the last signature below, and ending December 31, 2007.

VI. AWARD AMOUNT

The Service will contribute \$35,000 from Coastal and Partners for Fish and Wildlife funds for the period of performance identified above.

VII. PAYMENT PROVISIONS

- A. Upon acceptance of the terms and conditions of this agreement, the recipient may submit requests for payment, either an invoice or a Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. In accordance with the Debt Collection Improvement Act of 1996, all Federal Payments made after January 1, 1999, must be made by Electronic Funds Transfer (EFT), unless a waiver is submitted and subsequently approved by the Service. If an approved waiver is not on file in the Service's computer system, the EFT banking information must be on record, or the invoice will be returned to the cooperator as payment cannot be made.
- B. The original and two copies of each invoice/payment request shall be submitted to the Service Project Officer identified below for review and recommendation for payment to be forwarded to the Service Administrative Officer for approval and submission for disbursement. In accordance with U.S. Treasury regulations, payments will be made within 30 calendar days after receipt and approval of a proper invoice.
- C. Should the recipient be unable to complete the provisions of this agreement, monies provided by the Service which prove to be cancelable obligations or unallowable in accordance with applicable Cost Principles for State, Local, and Tribal Governments; **2CFR 225** and also the advanced, but unexpended, portion of any funds shall be refunded.
- D. This agreement is intended to support a particular project for a specific period of time. Any portion of funds not expended at the completion of the period of performance of this agreement shall be returned to the Service, along with any interest earned on that amount over and above \$100 per year.

VIII. ADMINISTRATIVE OFFICERS

- | | |
|--|---|
| <p>A. U.S. Fish and Wildlife Service
Gary Goldberg,
Federal Assist. Officer.
1011 East Tudor Road (MS-171)
Anchorage, AK 99503-6199
(907) 786-3408; FAX (907) 786-3923</p> | <p>B. Municipality of Anchorage
Linda Brooks
Budget & Policy Analyst
Post Office Box 196650
Anchorage, AK 99519-6650
(907) 343-4359; FAX (907) 343-4318</p> |
|--|---|

IX. PROJECT OFFICERS

- | | |
|--|--|
| <p>A. U.S. Fish and Wildlife Service
Mary A. Price
Fish & Wildlife Biologist
Anchorage Fish & Wildlife Field Office
605 W. 4th Street, Room G-61
Anchorage, AK 99519-6650
(907) 271-2788; FAX (907) 271-2786
or her successors</p> | <p>B. Municipality of Anchorage
Tammie Wilson,
Environmental Specialist
Post Office Box 196650
Anchorage, AK 99519-6650
(907) 343-8008; FAX (907) 343-8088</p> |
|--|--|

X. REPORTING and/or DELIVERY REQUIREMENTS

- A. Recipient shall submit quarterly progress reports to the Service Project Officer beginning three months from the date of the last signature on this grant agreement. These may be emailed to the Service's Project Officer, and should be received by the Service Project Officer no more than 15 days following the end of any reporting period.
- B. Recipient shall forward to the Service Project Officer and also the Service Administrative Officer (each) a final report summarizing all project accomplishments under this award within 30 days of the close of the project period.
- C. Financial Status Reporting
1. No later than 90 days after each 12 month term of this agreement (i.e. annually) the Recipient shall submit to the Service Administrative Officer a Financial Status Report using Standard Form 269A (SF-269A).
 2. Additionally, a final financial status report (SF-269A) shall be submitted no later than 90 days after completion of this federal assistance award to the Service Administrative Officer.
 3. In accordance with Department of the Interior Policy, delinquent submittal of SF269 reports may result in invoices being returned unpaid, suspension, or termination of this award.

XI. TERMS AND CONDITIONS

- A. Sub Contract Reporting: Minority Business Enterprise/Women-owned Business Enterprise (MBE/WBE) reporting:
1. In accordance with OMB Circulars, recipients are required to take specific affirmative actions to ensure that minority and woman-owned business enterprises receive a fair share of subcontracts which result from Federal funds. The recipient of this agreement must report all subgrant and procurement awards in excess of \$10,000 for supplies, equipment, construction, or services executed under this agreement.

2. The recipient is required to submit a written report to the Service Administrative Officer within one month following the end of each Federal fiscal quarter during which any subgrant or procurement contract in excess of \$10,000 is actually executed under this assistance agreement. For each such award, the report shall include: 1) Fish and Wildlife Service agreement number; 2) name of award recipient and whether minority or woman-owned; 3) type of supplies or services to be provided; 4) date of award; and 5) dollar amount.
3. MBE-WBE utilization is based on Executive Orders 11625, 12138, and 12432, and the Service will comply with these orders by requiring for recipients to submit this information to the Service, when applicable. A minority business enterprise is a business concern that is (a) at least 51 percent of the stock is owned by one or more minority individuals, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (b) whose daily business operations are managed and directed by one or more of the minority owners. There is no standard definition of minority individuals used by all Federal financial assistance agencies. However, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive Order 11625. A woman-owned business enterprise is a business concern that is (a) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, (b) whose daily business operations are managed and directed by one or more of the women owners.

B. Applicable Administrative and Audit Requirements:

1. Government recipients (including Tribal Govt's) and subrecipients are subject to subparts C, D, and E of 43 CFR 12, Cost Principles 2CFR 225 and OMB Circular A-133.
2. The recipient's Taxpayer Identification Number will be provided to the Service upon final execution of this agreement. Taxpayer Identification Number means the number required by the Internal Revenue Service to be used in reporting income tax and other returns - either the Employer Identification Number for businesses or, for individual recipients, their Social Security Number(s). Privacy Act Notice: The Service is required to obtain this information to process any payment to the recipient. This information will be furnished to the Internal Revenue Service as required by the Tax Reform Act of 1986 and may be shared with the Department of Justice. Furnishing this number is voluntary, but failure to do so could result in disqualification from this program.
3. Buy American Requirements. Pursuant to section 307 of the Department of the Interior and Related Agencies Appropriations Act of 1996 (or any subsequent versions) and 43 CFR subpart E, please be advised of the following: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only

American-made equipment and products. As directed by 43 CFR 12.730 and 43 CFR 12.830, recipients shall insert the prescribed clauses for purchases of supplies and construction materials in all relevant solicitations for the same under this award. Additional instructions for implementing these clauses are found in 43 CFR subpart E.

- C. Certifications and Assurances. The certifications (DI-2010) and Assurances (SF-424B or SF-424D) applicable to Federal grants and cooperative agreements must be signed by an authorized representative of the recipient prior to award of this agreement. The certifications and assurances applicable to this agreement are included as attachments 1 and 2.

XII. MODIFICATION

Amendments or renewals may be proposed at any time during the period of performance by either party and shall become effective only when reduced to writing and signed by both the Service's Administrative Officer and the Municipality of Anchorage's Manager, or other person delegated by the Mayor. The Service Administrative Officer (Contracting Officer) is the only person authorized to sign modifications on behalf of the Service.

XIII. SPECIAL PROVISIONS

- A. The results of any studies or investigations accomplished under this agreement may be published jointly by the parties or by either party separately. Appropriate credits to the United States Department of Interior, Fish and Wildlife Service, shall be included in any formally published article, provided that the Service does not otherwise deem it appropriate to issue a disclaimer. Authorship shall not imply any privileges of copyright or permit other restrictions on distribution.
- B. Any research data collected under this agreement shall be jointly owned by the parties to this agreement. Both parties shall have complete and unlimited access to all such data.
- C. News releases and other publicity issued by either party concerning this agreement and its activities are subject to approval before release by the Service's Regional Public Affairs Office. Any approved publicity shall give due credit to all parties to this agreement and it shall mention the amount of Federal funding provided.
- D. No member of, or delegate to, Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may rise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- E. Seat Belt Policies and Program: Recipients of grants/cooperative agreements and or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

F. Recipient agrees to maintain an active registration in the Business Partnership Network Central Contractor Registry <http://www.ccr.gov> for the life of this grant award.

XIV. Termination, if necessary, shall be conducted in accordance with 43 CFR 12.84

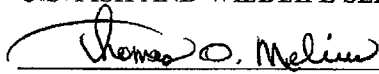
Sec. 12.84 Termination for convenience.

Except as provided in Sec. 12.83 awards may be terminated in whole or in part only as follows:

- (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either Sec. 12.83 or paragraph (a) of this section.

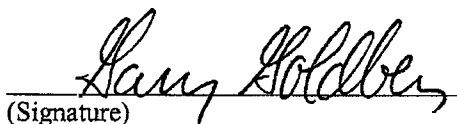
IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement Number 70181-6-G397 to be executed as of the date of last signature below.

U.S. FISH AND WILDLIFE SERVICE


(Signature)

Thomas O. Melius
Regional Director (Printed Name)


05-19-06
(Date)


(Signature)

Gary Goldberg
Contracting Officer, Warrant # FWS 79-012

5-15-06
(Date)

MUNICIPALITY OF ANCHORAGE


(Signature)

Kristi Bischofberger
(Printed Name)
Watershed Manager

5/05/06
(Date)

Attachment A– Budget

MOA Nonfederal Contribution	\$ 35,000
Service Contribution:	\$ 35,000
Total Project Cost estimate:	\$ 70,000

Any additional non-federal match will be calculated based on private sector cash contributions and in kind time and salaries of non-federal staffs, including MOA staff, spent on the project who are salaried with nonfederal funds. Non-federal match will also include any money, materials or supplies that are donated to the project.

Content Information**Content ID :** 004125**Type:** AR_FundsApprop - Funds Approp Resolution

Title: RESOLUTION APPROPRIATING \$35,000 FROM THE U.S. FISH & WILDLIFE SERVICE GRANT PROGRAM TO THE FEDERAL GRANT FUND (241), PROJECT MANAGEMENT & ENGINEERING DEPT., FOR THE RAIN GARDEN PROGRAM.

Author: schuringmj**Initiating Dept:** PME

Description: RESOLUTION APPROPRIATING \$35,000 FROM THE U.S. FISH & WILDLIFE SERVICE GRANT PROGRAM TO THE FEDERAL GRANT FUND (241), PROJECT MANAGEMENT & ENGINEERING DEPT., FOR THE RAIN GARDEN PROGRAM.

Keywords: Rain garden, Watershed**Date Prepared:** 7/3/06 2:46 PM**Assembly****Meeting Date** 7/25/06**MM/DD/YY:****Workflow History**

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
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PME_SubWorkflow	7/3/06 2:55 PM	Approve	holtanhc	Public	004125
OMB_SubWorkflow	7/5/06 12:28 PM	Approve	mitsonjl	Public	004125
Finance_SubWorkflow	7/10/06 11:50 AM	Approve	sinzje	Public	004125
MuniManager_SubWorkflow	7/13/06 11:22 AM	Approve	leblancdc	Public	004125
MuniMgrCoord_SubWorkflow	7/14/06 2:22 PM	Approve	abbottmk	Public	004125

M.O.A.
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 CLERKS OFFICE